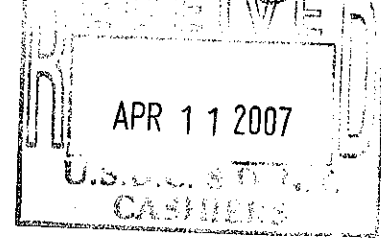


07 CV 2883



5092COMPLAINT/5092KLSESERVER

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AMERICAN HOME ASSURANCE COMPANY, A/S/O)
OCE PRINTING SYSTEMS GMBH,)
)
Plaintiff,)
)
-against)
)
EL AL ISRAEL AIRLINES & NORTH AMERI-)
CAN VAN LINES,)
)
Defendants.)
-----X

07 CV ()
COMPLAINT

Plaintiff, American Home Assurance Company A/S/O Océ
Printing Systems GmbH, by its attorneys, Kennedy Lillis Schmidt &
English, complaining of the defendant, alleges on information and
belief as follows:

FIRST: Plaintiff's claim herein for loss and damage to cargo arises under a treaty of the United States, to wit, the *Warsaw Convention as amended at The Hague, 1955, and by Protocol No. 4 of Montreal, 1975*, and this Court has jurisdiction pursuant to 28 U.S.C. 1331.

SECOND: At all times mentioned herein, plaintiff American Home Assurance Company (hereinafter "American Home"), was and still is a corporation organized and existing under and by virtue of the laws of New York, with an office and place of business c/o AI Marine Adjusters, Inc. 175 Water Street, 15th floor, New York, New York 10038.

THIRD: At all times hereinafter mentioned, defendant El Al Israel Israel Airlines (hereinafter "El Al"), was and now is a corporation organized and existing under and by virtue of the laws of a foreign country with an office and place of business at Cargo Building 23B, JFK International Airport, Jamaica, New York 11430, and was and now is engaged in business as a carrier of merchandise by air for hire.

FOURTH: At all times hereinafter mentioned, defendant North American Van Lines (hereinafter "NAVL"), was and now is a corporation organized and existing under and by virtue of the laws of one of the states of the United States with an office and place of business at 5001 U.S. Highway 30W, Fort Wayne, Indiana 46801, and was and now is engaged in business as an overland carrier of merchandise for hire.

FIFTH: On or about April 10, 2005, there were shipped by or on behalf of Océ Printing Systems GmbH, then in actual good order and condition, a cargo consisting of a printer and parts (hereinafter, "the goods") consigned to Océ North America, Inc. for which the defendant acknowledged receipt under Master Air Waybill 114 4648 6624 and the said defendant agreed to carry the said goods from Amsterdam, the Netherlands, to JFK, New York, for overland on-carriage by NAVL to Albany, New York, under NAVL contract JH9457A and then and there deliver them in the same actual good order and condition as when delivered to the said defendant.

SIXTH: Thereafter the defendants El Al and NAVL delivered the shipment to plaintiff's assured or its representatives; however, it was not in the same good order and condition as when shipped but rather in bad order with physical damage, all in violation of the said defendants' duties as air and overland carriers.

SEVENTH: The plaintiff is the subrogated cargo underwriter of the shipper, consignee or owner of the shipment hereinafter described and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and the plaintiff is entitled to maintain this action.

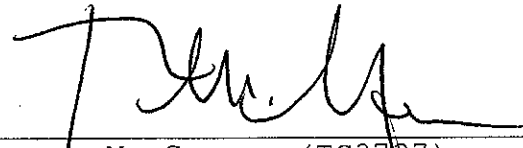
EIGHTH: By virtue of the premises, plaintiff has sustained damage in the sum of \$66,300.00, as nearly as same can now be determined, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff demands judgment against the defendant up to the sum of \$66,300.00 with interest from April 10, 2005, together with costs and disbursements of this action.

Dated: New York, New York
April 10, 2007

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiff,
American Home Assurance Company

By:



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